

EXHIBIT – A

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Heidi Percy
County Clerk
Snohomish County, WASH
Case Number: 21-2-05214-31

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR SNOHOMISH COUNTY

CHRISTOPHER PRESTON, an individual,

Plaintiff,

v.

HOME DEPOT U.S.A., INC., a foreign for
profit corporation; HOME DEPOT, INC. a
foreign for profit corporation, and JAARON
LAUTERBACH, an individual.

Defendants.

No. 21-2-05214-31

COMPLAINT FOR DAMAGES

COME NOW the above-named plaintiffs, by and through their attorneys of record, LAW
OFFICE OF KIRK C. DAVIS, PLLC, and by way of complaint for damages against defendant,
alleges as follows:

I. PARTIES

1.1 **Plaintiff:** At all times material to the matters set forth in this complaint, the
plaintiff, CHRISTOPHER PRESTON, was a resident of Snohomish County, Washington.

1.2 **Defendants HOME DEPOT USA, INC. and HOME DEPOT INC.:** At all
times material to the matters set forth in this complaint, defendant HOME DEPOT USA, INC

1 and HOME DEPOT, INC., (“HOME DEPOT”), were foreign corporations, registered to do and
2 continue to do business in the Snohomish County, Washington, and owning or operating a
3 warehouse store at 11915 Highway 99, Everett, Washington.

4 1.3 **Defendant JAARON LAUTERBACH.** At all times relevant hereto
5 Defendant, JAARON LAUTERBACH, is believed to be a resident of Snohomish County, State
6 of Washington and the manager of the HOME DEPOT store where the slip and fall took place.

7 1.4 The slip and fall that forms the basis of this Complaint took place in Everett,
8 Snohomish County Washington on or about June 1, 2019.

9 **II. JURISDICTION and VENUE**

10 2.1 The above-named court has jurisdiction over the parties and the subject matter
11 of this action.

12 2.2 Defendant acknowledges that they have been served with the Summons and
13 Complaint.

14 2.3 There is no person or entity unnamed in this lawsuit that caused or contributed
15 to the damages alleged herein.

16 2.4 The Snohomish County Superior Court is an appropriate venue for this action.

17 **III. FACTS**

18 3.1 Plaintiffs re-alleges paragraphs 1.1 through 2.4 as if fully set forth herein.

19 3.2 On or about June 1, 2019, CHRISTOPHER PRESTON was picking up a will
20 call order that he was told was ready to pick up at the Everett, Washington Home Depot store.
21 This store is located at 11915 Highway 99, Everett, Washington.

22 3.3. At that time and place, when CHRISTOPHER PRESTON arrived, he found that
23 the order was not actually ready for him to pick up. CHRISTOPHER PRESTON walked from
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1 section to section of the store for about 45 minutes as he was shuttled all over the store. At the
2 customer service desk, he was told to “just go and fill the order” by assembling the sheets of
3 plywood and bring it back to customer service.

4 3.4 It is the policy of HOME DEPOT to have will call orders set aside and
5 customers are not supposed to fill their own will call orders.

6 3.5 In contravention to the policy of HOME DEPOT, CHRISTOPHER PRESTON
7 was told to “go ahead and grab the order” (sheets of plywood) which he began to do.

8 3.6 After pulling a few sheets of plywood successfully, he leaned in to get another
9 sheet of plywood and his foot got tangled on a packing strap and plastic wrapping which had
10 been left on the floor of the store.

11 3.7 CHRISTOPHER PRESTON lost his footing after getting his foot tangled in the
12 strap and plastic wrapping. When CHRISTOPHER PRESTON reached to prevent the plywood
13 from falling, he heard a pop from his arm.

14 3.8 CHRISTOPHER PRESTON later discovered the pop was the tearing of his
15 distal bicep tendon.

16 3.9 After noticing CHRISTOPHER PRESTON’S injury and the packing strap
17 which caused CHRISTOPHER PRESTON to lose his footing, one of HOME DEPOT’S
18 employees stated to CHRISTOPHER PRESTON, “holy shit, that should have been cleaned up”
19 referring to the packing strap and debris on the floor.

20 3.10 The HOME DEPOT employee continued saying, “stuff is always lying around
21 here on the floor.”
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23 IV. CAUSES OF ACTION

24 4.1 Plaintiff re-alleges paragraphs 1.1 through 3.10 as if fully set forth herein.
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1 4.2 At the time of the injury described above, the defendant was the possessor of the
2 land on which the collapse occurred.

3 4.3 At the time of the collapse, the plaintiff was business invitees on the defendant's
4 land.

5 4.4 As the possessor of the land, the defendant owed to the plaintiff a duty to use
6 reasonable care to protect the plaintiff from dangerous conditions on the premises. This duty
7 included a duty to maintain reasonably safe conditions on those portions of the premises that
8 the defendant expressly or impliedly invited the plaintiffs to use.

9 4.5 The defendant expressly or impliedly invited the plaintiffs to use the area of the
10 defendant's premises where the collapse occurred.

11 4.6 The defendant should have reasonably foreseen that the acts of its agents in
12 failing to clear the floor of packing straps and plastic wrap could create a tripping hazard.

13 4.6 The defendant, through its agents, breached its duty to the plaintiffs to maintain
14 reasonably safe conditions on the premises on which the plaintiff was expressly or impliedly
15 invited.

16 4.7 As a direct and proximate cause of the defendant's breach of its duties to the
17 plaintiff, the plaintiff was injured.

18 4.8 Self-service – This mode of operation of Defendants inherently created an
19 unsafe condition that was continuous or reasonably foreseeable in the area where the injury
20 occurred. Accordingly, Defendants are charged with actual knowledge of the foreseeable risks
21 inherent in such a mode of operation. By instructing Christopher Preston to go and get his own
22 plywood: (1) the check-out operation was self-service, (2) it inherently created a reasonably
23 foreseeable hazardous condition, and (3) the hazardous condition that caused the injury was
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1 within the self-service area.

2 **V. PRAYER FOR RELIEF**

3 5.1 Plaintiff re-alleges paragraphs 1.1 through 4.8 as though fully set forth herein.

4 5.2 Plaintiff CHRISTOPHER PRESTON prays for an award of damages regarding
5 all past and future physical injury in an amount to be made more certain at the time of trial.

6 5.3 Plaintiff prays for an award of damages regarding past and future surgical and/or
7 medical expenses and out of pocket expenses in an amount to be made more certain at the time
8 of trial, together with pre-judgment interest.

9 5.4 Plaintiff prays for an award of damages regarding past and future pain and
10 suffering, mental anguish and emotional distress, including but not limited to loss of
11 consortium and loss of ability to enjoy life, in an amount to be made more certain at the time of
12 trial.

13 5.5 Plaintiff prays for an award of lost income and loss of earning capacity.

14 5.6 Plaintiff prays for an award of attorney fees, if legally available, in an amount to
15 be made more certain at the time of trial.

16 5.7 Plaintiff prays for such other and further relief, as the court deems just and
17 equitable.

18 5.8 Plaintiff further reserves the right to amend this complaint and causes of action
19 against the Defendants based upon further discovery and determination of all factual and legal
20 issues arising from the negligent acts of the Defendant.

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1 DATED this 4th day of November 2021.

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3 LAW OFFICE OF KIRK C. DAVIS, PLLC

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5 Kirk C. Davis, WSBA #21461
6 Attorney for Plaintiffs
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